



Provider Contract for Indian Health Services (IHS)

Provider Contract between the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (hereinafter “MassHealth”), and

(Legal Name of Provider, hereinafter the “Provider”)

doing business as

(Doing Business As (DBA) Name of Entity)

The Executive Office of Health and Human Services operates a program of Medical Assistance under 42 U.S.C. §1396 et seq., and M.G.L. c. 118E, §1 et seq. (hereinafter “MassHealth”) and desires to purchase services and goods for eligible members in said program from participating providers, and desires to operate said program in a fiscally responsible manner; and

The Provider desires to furnish services and/or goods to eligible members in accordance with the legal requirements of MassHealth and the terms of this Provider Contract and to receive reimbursement therefore;

In consideration of the mutual promises contained herein, the parties agree as follows.

I. The Provider and MassHealth mutually agree:

- A. that this Provider Contract shall take effect upon notification of acceptance by MassHealth and shall continue in effect until terminated by either party upon written notice to the other party; and that MassHealth may not terminate this Provider Contract without affording to the Provider any applicable right to contest such termination available under federal and state law and regulation that has been properly requested by the Provider.
- B. that, if MassHealth determines that the continued participation of the Provider may endanger the health, safety, or welfare of MassHealth members, MassHealth, without prior notice or hearing, may immediately suspend the Provider from participation in MassHealth, and/or take other appropriate administrative action against the Provider; that in such event MassHealth shall notify the Provider in writing of the reasons for the immediate suspension and of the appeal rights available to the Provider as soon as possible thereafter; and that in such event MassHealth shall afford the Provider a preliminary hearing on the propriety of the immediate suspension within 30 days of the date on which MassHealth receives a written request for such a preliminary hearing, so long as the Provider makes such written request for a preliminary hearing within 21 days of the date on which the Provider received written notification of the reasons for the immediate suspension.
- C. that this Provider Contract shall be construed in accordance with the laws of the Commonwealth of Massachusetts to the extent that it is not inconsistent with federal law; that the terms of this Provider Contract shall be construed, to the extent possible, so as to be consistent with applicable federal and state laws and regulations; and that, if a court finds any provision of this Provider Contract to be illegal or ineffective, the remainder of this Provider Contract shall not be affected thereby.

- D. that failure by the Provider or MassHealth, in any instance or series of instances, either to exercise any of its rights or to insist on the performance of any of the other party's duties under this Provider Contract, shall not be construed as a waiver by the Provider or MassHealth of its rights or of the other party's duties under this Provider Contract.

II. The Provider agrees:

- A. to meet generally applicable MassHealth requirements for participation as a provider of health care services under the program. Any requirement for participation as a provider of health care services under MassHealth that requires the Provider to be licensed or recognized under the State or local law where the Provider is located to furnish health care services shall be deemed to have been met if the Provider meets all the applicable standards for such licensure or recognition, regardless of whether the Provider obtains a license or other documentation under such State or local law. In accordance with 42 C.F.R. 431.110, MassHealth may not take into account an absence of licensure of any staff member of the Provider in determining whether the Provider meets applicable requirements.
- B. to furnish services and/or goods that conform to the requirements for such services and/or goods as set forth in MassHealth regulations; to furnish only those services and goods that qualify as medically necessary under MassHealth regulations; and to furnish services and/or goods that conform to the professionally recognized standards of health care within the Commonwealth for the applicable provider type and/or specialty type, or, if appropriate, that conform to the generally accepted standards within the Commonwealth for the trade.
- C. to comply with all federal and state laws, regulations, and rules applicable to the Provider's participation in MassHealth, now existing or adopted during the term of this Provider Contract.
- D. that all information submitted to MassHealth on or with the Provider Application that has been incorporated by reference into this Provider Contract is true, accurate, and complete; and that any information submitted to MassHealth about future changes in, or amendments to, the information submitted on or with the Provider Application shall be true, accurate, and complete.
- E. to notify MassHealth, in writing, of any change in the information submitted on or with the Provider Application, within 14 days of the date on which the Provider becomes aware of such change; to notify MassHealth within three days of receiving any written communication that indicates an intention, conditionally or otherwise, to revoke, void, suspend, delay, or deny the issuance, renewal, or extension of any license, certificate, or other statement of qualification that constitutes a MassHealth eligibility criterion for its particular provider type or any specialty type therein; and to notify MassHealth, in writing, within three days of expressing to an issuing agency any intention or desire to surrender, terminate, or substantially modify any such license, certificate, or other statement of qualification.
- F. to keep such records as are necessary to disclose fully to MassHealth, to MassHealth's designees, or to any other federal or state agency that has a legal right of access to such records, the extent and medical necessity of the services and/or goods provided to, or prescribed for, eligible members for each claim submitted to MassHealth; to maintain in these records all information required both by MassHealth regulations and by generally accepted standards for recordkeeping within the applicable provider type; to keep such records for a period of six years from the date the service was furnished or the goods delivered, or longer if so dictated by the generally accepted standards for recordkeeping within the applicable provider type; and that MassHealth's prior authorization form and claim form shall not be considered to be records for the purposes of this paragraph.
- G. to furnish on request all information maintained pursuant to the preceding paragraph to MassHealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, and the Massachusetts Medicaid Fraud Control Unit; and to allow these officials,

agencies, or their designees to examine and photocopy all information maintained pursuant to the preceding paragraph, including medical records, at reasonable times and upon reasonable notice, at the location where these records are normally stored if such location is within the Commonwealth of Massachusetts, or at a designated MassHealth office if the normal storage location is outside the Commonwealth.

- H. to furnish payable services and/or goods of the types furnished by the Provider to any eligible member who requests such services, without regard to race, color, religion, national origin, handicap, age, or status as a recipient of public assistance, including MassHealth, except as required or permitted by governing program regulations, in compliance with (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and its implementing regulations at 42 CFR Part 80, (2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and its implementing regulations at 45 CFR Part 84; M.G.L. c. 151B, § 4(10), and (3) other applicable federal and state laws or regulations. Notwithstanding the foregoing, MassHealth acknowledges that eligibility for services at the Provider's facilities is determined by federal law as set forth in the Indian Health Care Improvement Act ("IHCA"), 25 U.S.C. § 1601, et. seq., as amended, federal regulations at 42 C.F.R. Part 136, and other applicable federal law. The parties agree that nothing in this agreement shall be construed to in any way change, reduce, expand, or alter the eligibility requirements for services at the Provider's facilities. MassHealth further acknowledges that pursuant to 42 C.F.R. 80.3(d), an individual shall not be deemed subjected to discrimination by reason of his/her exclusion from benefits limited by federal law to individuals eligible for services from Provider.
- I. to comply with 42 CFR § 455.105 by submitting, within 35 days after the date of a request by the United States Secretary of Health and Human Services or MassHealth, full and complete information about
 - 1. the ownership of any subcontractor with whom the Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - 2. any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the five-year period ending on the date of the request.
- J. to furnish to MassHealth its national provider identifier (NPI) if eligible for an NPI; and include its NPI on all claims.
- K. to comply with all federal requirements for employee education about false claims laws under 42 U.S.C. 1396a(a)(68) if the provider is an entity that received or made at least \$5 million in Medicaid payments during the prior federal fiscal year.

III. MassHealth agrees:

- A. to pay the Provider at rates set by the Massachusetts Division of Health Care Finance and Policy and/or contained in the applicable MassHealth fee schedules for all payable services and goods actually and properly delivered to eligible members and properly billed to MassHealth both in accordance with the terms of this Provider Contract and in accordance with all applicable federal and state laws, regulations, rules, and fee schedules.
- B. that, if MassHealth determines that the Provider has violated the laws, regulations, or rules that govern MassHealth, and MassHealth decides to take administrative action, MassHealth shall give notice to the Provider specifying all such violations and informing the Provider of all applicable appeal rights contained in MassHealth regulations; and that MassHealth shall make all such appeal rights available to the Provider so long as the Provider makes a proper and timely request for each appeal right.

- C. to maintain, in accordance with applicable MassHealth regulations concerning privacy of member records, all records furnished to MassHealth pursuant to the requirements of Section II, Paragraph F, above.

IV. In conclusion, the Provider and MassHealth mutually agree:

that the entire agreement of the parties is contained in this Provider Contract, taken together with the laws, regulations, and rules that govern MassHealth; that this Provider Contract supersedes all previous provider agreements, contracts, negotiations, and verbal agreements between the parties; and that the following attachments will be deemed to be part of this Provider Contract:

- A. any Special Conditions that indicate they are to be incorporated into this Provider Contract and that are signed by both parties to this Provider Contract; and
- B. the Provider Application of the above-named Provider, dated _____ (insert date from Provider Application), and any changes or amendments thereto accepted or agreed to by MassHealth.

If the Provider is a legal entity other than a person, the person signing this Provider Contract on behalf of the Provider warrants that he/she has actual authority to bind the Provider.

PROVIDER

(Legal Name of Provider)

By: _____ Name: _____
(Signature) (Printed Name)

The form can either be signed traditionally and then scanned, or it can be signed electronically using DocuSign or Adobe Sign. For electronic signatures, the signer can upload a picture of their wet signature. The typed text of a signature is not an acceptable form of an electronic signature.

Title: _____ Date: _____

Do not write below this line.

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

By: _____ Name: _____
(Signature) (Printed Name)

Title: _____ Date: _____